

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS

MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

ONE WINTER STREET
BOSTON, MASSACHUSETTS 02108



**Natural Resource Damages Assessment and Restoration
Program**

**Grant Announcement and Application (GAA)
Former National Fireworks Site**

COMMBUYS Bid#: BD-21-1045-BWSC0-BWSC1-61716

April 23, 2021

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2. Grant Summary:

A. Overview of Grant: The Secretary of the Executive Office of Energy and Environmental Affairs (EEA), Kathleen A. Theoharides, serves as the Commonwealth of Massachusetts' Natural Resource Trustee. Natural Resource Trustees assess injuries to natural resources resulting from spills and releases of oil and hazardous materials and substances into the environment, bring claims against responsible parties for monetary damages to compensate the public for these injuries, and plan and implement projects to restore, replace or acquire the equivalent of natural resources and the services that they provide to the environment and the public. This process is known as Natural Resource Damages (NRD) Assessment and Restoration. Within EEA, the Massachusetts Department of Environmental Protection (MassDEP) administers the NRD Program.

The Massachusetts NRD Trust was established as a state trust by the Massachusetts General Court in Chapter 194, Section 317 of the Acts of 1998 as amended in Chapter 149, Section 222 of the Acts of 2004 and Chapter 9, Section 22 of the Acts of 2011. Expenditures from the Trust must be conducted pursuant to the EEA Secretary's authority as Trustee for Natural Resources pursuant to Section 2A of Chapter 21A, Section 5 of Chapter 21E, Sections 23 through 27 of Chapter 130, and Section 42 of Chapter 131 of the Massachusetts General Laws; as well as Section 9607(f) of Title 42 of the United States Code, Section 1321 of Title 33 of the United States Code, Section 2706 of Title 33 of the United States Code or any other relevant and appropriate federal and/or state authority.

Former National Fireworks Site and Anadarko/Tronox Bankruptcy Settlement

The Site, also known as the Former National Fireworks Site, is located in Hanover, Massachusetts, and is a nearly 300-acre former munitions manufacturing, testing and disposal facility. As a result of the munitions operations that occurred there over many decades, starting during World War 1, soils, sediment, and water bodies at and in the vicinity of the Site are contaminated with high levels of mercury, lead, and other metals. These contaminants have impacted the fish and the other natural resources, including the adjacent Factory Pond, and the Indian Head River, which is a tributary to the North River. Information about the Site and the ongoing cleanup activities may be found via the following links:

- https://www.hanover-ma.gov/sites/g/files/vyhlf666/f/file/file/5_11_2018_former_national_fireworks_site_web_update.pdf; and
- <https://eeaonline.eea.state.ma.us/EEA/fileviewer/Default.aspx?formdataid=0&documentid=555052>.

The U.S. Department of the Interior (DOI), acting through the U.S. Fish and Wildlife Service (USFWS), and the Commonwealth of Massachusetts, acting through EEA and represented by MassDEP, serve as the Natural Resource Trustees (Trustees) responsible for addressing the natural resource injuries that resulted from historic releases of hazardous substances and/or hazardous materials from the Site. These releases have impacted sediment, surface water, fish, wildlife and aquatic life, and benthic habitats. Mercury concentrations detected in fish tissue from the Indian Head River have exceeded the Massachusetts Department of Public Health (MDPH) health advisory levels, and MassDPH has issued a fish consumption advisory for Factory Pond and areas downstream to and beyond Ludham's Ford dam.

As a result of a bankruptcy settlement from Tronox Incorporated/Anadarko, approximately \$6.8 million was deposited into the Commonwealth’s NRD Trust for injury to sediment; surface water; fish, wildlife and aquatic life; and fish consumption advisories. These funds will be used for NRD projects that will restore, replace, or acquire the equivalent of the natural resources that were injured at and/or in the vicinity of the Site.

B. Grant Applications: Goal and Location of Restoration Projects: As administrator of the NRD Program, MassDEP is seeking grant applications for projects that will identify and evaluate the feasibility of implementing restoration projects and actions that restore the same or similar natural resources (fisheries and aquatic/riverine habitat) that were injured as a result of releases from the Site. The projects are for the Restoration Categories of:

- Aquatic Biological Resources and Habitat – projects that restore aquatic biological resources directly or enhance habitats of those resources (e.g., fish, amphibians, aquatic reptiles, benthic invertebrates, and other aquatic organisms); and
- Wildlife Resources and Habitat – projects that restore wildlife resources directly or enhance the habitat of those resources (e.g., avian, terrestrial reptilian and mammalian species that use the North, Indian Head or Drinkwater Rivers or factory pond in some manner).

For this phase of funding, projects should address the feasibility of project implementation, including, but not limited to, identifying key elements of project, barriers to implementation, range of costs, and potential benefits. Projects may include, but are not limited to, field surveys, inventories, and/or studies to identify and evaluate potential future NRD projects and actions. Examples of eligible projects may include, but are not limited to, those that increase habitat accessible to diadromous fish, improve stream connectivity through dam removal or culvert replacement, improve stream bed and bank conditions for resident fish, acquire quality habitat for fisheries and wildlife, or benefit fish, birds and fish-eating mammals.

Funding of feasibility studies through this NRD grant opportunity will assist the Trustee Council in preparing the Restoration Plan/Programmatic Environmental Assessment (RP/PEA) for the Site. The RP/PEA will guide the Trustees in selecting the types and timing of future restoration projects, through a separate grant opportunity(ies). Projects selected for funding under this current grant opportunity are not guaranteed funding in future grant solicitations.

C. Grant Announcement Calendar and Grant Application Deadline: July 30, 2021; 5:00 p.m.

PROCUREMENT EVENT	DATE
Grant Announcement Posted on MassDEP website and COMMBUYS	April 23, 2021
Deadline for submission of written questions to MassDEP Grant Contact Person (see Section 2D): Michelle.L.Craddock@mass.gov	May 21, 2021; 5:00 p.m.
Official answers posted on MassDEP website	June 4, 2021; 5:00 p.m.

PROCUREMENT EVENT	DATE
Grant Application due date	July 30, 2021 at 5:00 p.m.
Announcement of awards on COMMBUYS and MassDEP Website	September 30, 2021 (estimated)
Contract Start Date	October 1, 2021 (estimated)

D. Designated Grant Contact Person for GAA Information:

Michelle L. Craddock
 NRD Program
 Massachusetts Department of Environmental Protection
 Bureau of Waste Site Cleanup
 One Winter Street, 3rd Floor
 Boston, MA 02108
Michelle.L.Craddock@mass.gov

3. Eligibility

A. Eligible Applicants: This Grant Announcement is open to all public entities such as a unit of state or local government, including a county, municipality, local public authority, school district, special district, district commission, regional government, any agency or instrumentality of government, and state authorities as defined in M.G.L. c. 29, § 1, and non-public entities, including organizational structures such as individuals, partnerships, and corporations (private, non-profit, quasi-public, or corporate body politic).

Organizations based outside the eligible geographic focus area as described in Section 3B below are eligible to apply so long as the proposed restoration project takes place within the project area.

Multiple applications: An eligible applicant may submit more than one application for distinct restoration projects.

B. Eligible Geographic Focus Area: For the purpose of this GAA, projects must be located in the following Massachusetts Subwatersheds and tributaries of:

- Drinkwater River (Segment MA94-21) – from Whiting Street through Forge Pond to the inlet of Factory Pond, Hanover;
- Indian Head River (MA94-04 & MA94-22) – Outlet of Factory Pond, Hanover/Hanson to Curtiss Crossing Dam (a/k/a Ludham’s Ford Dam) west of Elm Street, Hanover/Pembroke; and from Curtiss Crossing Dam (a/k/a Ludham’s Ford Dam), west of Elm Street, Hanover/Pembroke to the confluence with Herring Brook (forming headwaters of North River), Hanover/Pembroke
- North River (MA94-05) – confluence of Indian Head River and Herring Brook, Hanover/Pembroke to Route 3A.

These subwatersheds are delineated and described in the “SOUTH SHORE COASTAL WATERSHEDS 2001 WATER QUALITY ASSESSMENT REPORT” (Report Number: 94-AC-2), Massachusetts Department of Environmental Protection, Division of Watershed Management, Worcester, Massachusetts, March 2006. The water quality assessment report (four sections) can be found at:

<https://www.mass.gov/lists/water-quality-assessment-reports-merrimack-through-weymouth-weir-watersheds#north-coastal-watershed---2002->

C. Eligible Projects/Scope of Work: Proposed restoration projects must evaluate feasible restoration projects to restore the same or similar natural resources (fisheries and aquatic/riverine habitat) that were injured as a result of releases from the Site. Restoration projects can encompass a wide range of strategies to restore, enhance, and protect natural ecosystems. Restoration projects may include habitat and/or water quality improvements that address the degradation of aquatic habitats and result in meeting water quality standards and/or restoring beneficial uses. Projects may include future components to improve community capacity for sustaining ecosystems through ongoing stewardship, education and/or outreach, but it is not expected that those components would be funded as part of this grant opportunity.

Eligible Projects Must:	Proposed (but Ineligible) Projects Must Not:
Have a strong link to natural resources and the services they provide to ecosystems that were injured by releases from the Former National Fireworks Site.	Be focused on resources that were <u>not</u> injured from releases from the Former National Fireworks Site.
Be a tangible on-the-ground restoration project, including all required components; components may include design, permitting, construction, maintenance, monitoring, and community involvement.	<p>Be subject to an independent, prior obligation to perform the project pursuant to statute, regulation, ordinance, consent decree, judgment, court order, permit condition or contract, or otherwise be required by federal, state, or local law, including but not limited to enforcement actions.</p> <p>Be a proposal to conduct a monitoring or research study not connected to a restoration project.</p> <p>Funds may not be used for continued operation, maintenance or support of an existing restoration project or natural resource.</p>
Restore fisheries and aquatic/riverine habitat in the geographic focus area.	Restore resources solely outside of the geographic focus area.
Be consistent with federal, state, or local law, regulation, or policies.	Be located on a site so contaminated or degraded as to absorb significant amount of the potentially allocated costs for cleanup as to restoration.

D. Selection Criteria/ Evaluation Process

Detailed guidance for preparing the Application to address the eligibility requirements and evaluation

criteria is provided in Attachment B (Detailed Application Requirements). The evaluation process will be conducted by the MassDEP Grant Review Team (GRT) that consists of a Team Leader and various MassDEP staff and may also include EEA agency staff members. Projects will be first assessed for eligibility as defined in Section 3 of this Grant Announcement. Projects that are determined to be eligible will be evaluated by the GRT using the following criteria:

1. Focus Criteria (Applicants must address both criteria below)

- a. Proximity to Injured Resources: Proposed restoration projects must be located in Subwatersheds as described in Section 3B of this Grant Announcement; and
- b. Relationship to Injured Resources (Nexus): Projects that restore, replace, or acquire the equivalent of the same or similar resources or services that were injured are preferred to projects that benefit other comparable resources or services. Injured resources for this GAA include fisheries and aquatic/riverine habitat including sediment, surface water, fish, wildlife and aquatic life, and benthic habitats.

2. Benefit Criteria (Provide a level of detail within the Project Description sufficient to demonstrate the benefits provided by the project to the natural resources injured by the release from the Site, including examples (if available) of similar projects implemented (either by the applicant, or by others) within the Subwatersheds or a similar watershed where benefits have been documented.)

- a. Magnitude of Benefits: Project maximizes the level of restoration, replacement and/or acquisition of the equivalent natural resources that were injured.
- b. Multiple Benefits: Project will provide benefits to the greatest number natural resource types and natural resource services.
- c. Sustainability of Benefits: Project will result in long-term, self-sustaining and comprehensive benefits to injured natural resources and/or the services provided by these resources. Project will require only periodic maintenance or management that represents a relatively small investment to provide continuing benefits. Management and degree of public access will be consistent with natural resource protection.
- d. Consistency with state, regional, or local policies and plans: Project as proposed will implement one or more stated public goals, needs and /or recommendations as defined in existing state, regional, or local planning or regulatory documents.
- e. Community Goals: Project complements one or more community goals, needs and/or recommendations as reflected in existing state, regional, or local plans and/or policies that incorporated public input and involvement in their development.
- f. Stewardship: Project implementation will result in an “informed citizenry” that will help ensure ongoing environmental stewardship of restored natural resources and their services. Project provides a critical foundation for on-going and future ecological restoration and protection activities in the Subwatersheds.
- g. Avoidance of Adverse Impacts: Project as proposed has little to no potential for adverse impacts to the environment or public health and safety, whereas any modifications to project to avoid potential adverse impacts would considerably decrease benefits to injured natural resources and/or services. Adverse impacts include those characterized as short- or long-term, direct or indirect, and include any impacts affecting resources that are not the focus of the project.

3. Implementation Criteria (Provide a level of detail within the Project Description sufficient to demonstrate how the project will be implemented, including examples (if available) of similar projects implemented within the Subwatersheds or a similar watershed (by the applicant or others) where the successful implementation of similar project objectives has been documented.)

- a. Technical/Technological: Project will employ well-known and accepted techniques to achieve stated ecological, engineering, economic, and social objectives. Likelihood of success in proposed project location and expected return of resources and resource services is high.
- b. Administrative and Management Capability: Project will be managed and administered by an organization that has demonstrated experience and capability to successfully implement and complete similar projects.
- c. Site Ownership: Restoration will occur at a publicly-owned site or on private property with a private owner willing to provide access. For this GAA, applicants must demonstrate that there are willing participants among the local owner or owners on any privately-owned property location(s).
- d. Soundness of Approach: Project demonstrates how work activities are planned and scheduled as well as the soundness and feasibility of all technical and logistical aspects of the project.
- e. Measurable Results: Project delivers tangible and specific ecological and/or socioeconomic results that are identifiable and measurable (e.g., site photos with scale), and/or that may be evaluated using professionally accepted quantitative or qualitative methods, so that changes in the Subwatersheds (as described above in Section 3B) resources and services can be documented and evaluated.
- f. Level of Difficulty: Project discusses any obstacles that may be faced for project implementation (e.g., coordination with multiple outside parties, regulatory permits required, complex design and engineering, and public support) and demonstrates how these circumstances will not interfere with the likelihood of success.
- g. Reasonableness of Costs: Project costs are commensurate with the benefits provided to injured natural resources and/or services. This will be a qualitative cost-benefit analysis.
- h. Implementation-oriented: Project has a high ratio of NRD funding dedicated to implementation compared to general support and operation.
- i. Project implementation readiness: Project has substantially completed design and permitting phase and/or has definitive plan for completion.
- j. Operation and maintenance needs: Project demonstrates that appropriate legal, financial, and operational mechanisms are in place to conduct operation and maintenance to ensure sustained public use benefits.
- k. Leveraging of Additional Resources: Project partners representing a broad range of community and other interests demonstrate commitment to provide matching funds and/or in-kind services. While matching funds are not required, leveraging of non-NRD resources is preferred because it extends the availability of restoration funds and therefore increases the resource benefits provided by the funds.
- l. Level of funding and resources needed for project implementation: If a project includes matching funds and/or in-kind services, Applicant demonstrates that these resources, in addition to the funding requested, are adequate to complete the work proposed, including contingencies.

MassDEP Statement of Commitment to diversity, inclusion, and environmental justice:

MassDEP is committed to advancing equity, diversity, and environmental justice through all of its key agency activities, which include programs, policies and regulations the department carries out in furtherance of its environmental protection mission. MassDEP seeks to promote and reflect these values through its public investments, and strongly encourages grant applicants to meaningfully prioritize equity, diversity and environmental justice in developing proposals and applications for MassDEP funding. In addition, it should be noted that individual MassDEP grant programs may also include criteria and evaluation parameters in these areas, specific to those particular programs.

4. Definitions

The following definitions supplement the definitions provided in Code of Massachusetts Regulations, 801 CMR 21.00 (Procurement of Commodities and Services) and 815 CMR 2.00 (Grants and Subsidies). These definitions are used for this solicitation and may be used throughout implementation of the grant contract after award:

Applicant: An Applicant is any entity identified in Section 3A of this Grant Announcement that responds to this Grant Announcement with a completed application, including the work and cost plan, and other required documentation as specified herein. For definition purposes, an Applicant is the same as a “bidder” as defined in 801 CMR 21.00 (Procurement of Commodities and Services).

Bureau of Waste Site Cleanup (BWSC): The Bureau within MassDEP responsible for the procurement and implementation of the contract. MassDEP’s NRD Program Manager and Contract Administrator are assigned to BWSC.

COMMBUYS: The Commonwealth’s on-line procurement system is a free, around-the-clock internet access site that provides public procurement documents for all goods and services and grants and subsidies and that are issued by Executive Departments of the Commonwealth of Massachusetts.

Grant Review Team (GRT): The Massachusetts state personnel who are responsible for conducting the evaluation of the applications and recommending one or more responding entities for award of a grant contract to the Commissioner of MassDEP and the Secretary of Energy and Environmental Affairs for concurrence with the selection.

Grant - Discretionary and non-discretionary (designated) funds of financial assistance provided under contractual terms between a Grantor department and a Grantee to assist the Grantee in the achievement or continuation of a specified public purpose to benefit the general public or a segment of the general public consistent with the Grantor department’s Legislative Authorization. Grants to Non- Public Entities may be made from trust and federal funds but may not be made from appropriated state funds absent specific Legislative Authorization stating that Grants or financial assistance may be made from the appropriated state funds and that recipients may include Non-Public Entities.

Grant Contract: A contract between the Commonwealth of Massachusetts and a Grantee, as executed

by a co-lateral agreement of the *Commonwealth Standard Contract Form* signatories for the Commonwealth and the Grantee, which also incorporates by reference the Commonwealth's Terms and Conditions. For Grant Contract procurements, the terms "Grant Contract" and "Contract" can be used interchangeably.

Grantee: A Public or Non-Public Entity selected as a recipient of Grant.

Natural Resources Damages Program (NRD): The Commonwealth of Massachusetts manages natural resources such as fish, shellfish, wildlife, rare species, groundwater, rivers, lakes, ponds, and wetlands and holds them in trust for the public. If these resources are injured due to releases of oil or hazardous materials or substances, the state may recover monetary damages from those determined to be responsible for the injury to compensate the public. The Governor has designated the Secretary of the Massachusetts Office of Energy and Environmental Affairs (EEA) as a Natural Resource Trustee for the Commonwealth. Within EEA, the Massachusetts Department of Environmental Protection (MassDEP) administers the NRD Program and is the lead for this procurement and implementation.

Massachusetts Office of Energy and Environmental Affairs (EEA): EEA is a Secretariat in the Commonwealth's Executive Branch. The Governor of Massachusetts has designated the Secretary of EEA as the state's Natural Resource Trustee.

Massachusetts Department of Environmental Protection (MassDEP): MassDEP is an Executive Department under the EEA. Within EEA, MassDEP administers the NRD Program.

Restoration: Restoration means any action, or combination of actions, to restore, replace, or acquire the equivalent of injured natural resources and services that returns an injured resource to its baseline condition prior to the spill or release, substitute a resource that provides the same or substantially similar services, or to assist the recovery of an ecosystem that has been degraded, damaged, or destroyed. Although restoration activities can include "acquiring the equivalent" of injured natural resources, typically through land acquisition for habitat conservation, this GAA and resulting awards/grants are not for land acquisition projects.

5. Procurement and Grant Contract Information

A. Procurement for Grant Contracts: Solicitations and procurements are governed by specific Commonwealth regulations, and where federal funding is employed, also by federal requirements contained in the federal grant that issues the funds to the Commonwealth. Projects awarded as part of this funding opportunity will be awarded as a grant. The regulation governing this procurement is 815 CMR 2.00, with some provisions of 801 CMR 21.00. The terms of 815 CMR 2.00: Grants and Subsidies and 801 CMR 21.00: Procurement of Commodities and Services are incorporated by reference into this Grant Opportunity/Announcement. Words used in this Grant Opportunity document shall have the meanings defined in 815 CMR 2.00 and, where applicable, 801 CMR 21.00. Additional definitions are also provided in Section 4 of this document.

B. Total Anticipated Duration of Grant Contract(s): The base period of the grant contract is two (2)

years from the date of contract execution. No agreements for services may be executed after the grant contract has expired. Extension of the contract is at the sole discretion of MassDEP, and will be based upon both project and fact-specific circumstances.

C. Funding Availability, Budgeting Guidelines & Allowable Expenditures: The total funding available for feasibility projects under this Grant Announcement is \$680,000. Grant contracts will have a maximum obligation amount, and a fixed contract time period. While it is currently anticipated that the total grant program expenditures will be \$680,000, MassDEP is under no obligation to disburse a specific sum of funding and reserves the right not to disburse the total funding currently available through this program. There is no guarantee that monies will be awarded. All grant contracts (including any extensions, if permitted) shall be subject to available funding.

Payments for each grant award will be on a reimbursement basis based upon receipt of supporting documentation, and MassDEP will only reimburse costs and expenses that relate directly to the proposed restoration project and that will be incurred if the project is implemented. For grant contracts that are implemented under this Grant Opportunity, changes to the Scope of Services will require a formal grant contract amendment; however shifts in budget amounts between line items that do not substantively alter the Scope of Services may be considered administrative changes that will not require a formal grant contract amendment, but may require a project change order. The decision as to whether a grant contract amendment is required is solely within the discretion of the MassDEP NRD Program. See Attachment C (Supplemental Terms and Conditions), Section 3 (Compensation and Payment of Grant Funds) for additional requirements and restrictions on payment.

D. Matching Funds: Matching funds are not required for a project to be eligible for funding; however MassDEP encourages applications that leverage additional funding and/or in-kind services because it extends the availability of NRD restoration funds and therefore increases the resource benefits provided to the public by the funds. If a cash or in-kind match has been committed and will be provided by an entity outside the Applicant organization, a letter from the authorized agent of the match provider must be submitted as part of the Grant application, stating the-a commitment to provide the match. Note that NRD funds are characterized as non-Federal funds for the purpose of serving as a match for a Federal grant.

E. Grant Contract Award: Funding for projects selected under this Grant Announcement will be through a grant contract issued and administered by the MassDEP's NRD Program. MassDEP may fund multiple awards to multiple organizations within the limits of the available funding. However, MassDEP could award all of the funding for a single project, depending on the number of applications received and the results of the evaluation and ranking of the applications and projected costs.

Projects that are awarded a grant contract shall abide by the terms and conditions set forth in Section 7 (Terms and Conditions) and the additional terms and conditions set forth in Attachment C (Supplemental Terms and Conditions) to this Grant Announcement. Additionally, final grant contracts are subject to successful negotiation of the Project's Final Scope of Services. Grant contracts are not final until MassDEP and the Grantee signatories have signed the Commonwealth's Standard Contract form, which also incorporates by reference the Commonwealth's Terms and Conditions, and the Grantee has also executed the Conflict of Interest Guidance and Disclosure Statement.

It is anticipated that projects could commence immediately upon MassDEP's award of a contract. Awarded contracts will be reviewed during the contract term, and upon request by the Grantee, may be extended or otherwise amended at the sole discretion of MassDEP, based upon project and fact-specific circumstances. Any extension granted will not necessarily change, or increase, the monetary value of the contract.

F. Applicant Communication with MassDEP and the Commonwealth: Applicants are prohibited from communicating directly with any employee of MassDEP or any member of the GRT regarding this Grant Opportunity except as specified in this Grant Announcement, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this Grant Announcement. Applicants may contact the contact person for this Grant Announcement in the event this Grant Announcement is incomplete or the Applicant is having trouble obtaining any required attachments. Note that there is an open period to submit written questions up to the deadline specified in this Grant Announcement. MassDEP's response to questions from all prospective Applicants that are pertinent to this procurement will be answered and posted on the MassDEP website for this Grant Announcement.

G. Grant Announcement Distribution Method: This Grant Announcement and Application has been distributed electronically using the Commonwealth's procurement and solicitation website COMMBUYS and the MassDEP website. It is the responsibility of every Applicant to check the MassDEP website for any addenda or modifications to the Grant Announcement to which they intend to respond. The Commonwealth of Massachusetts and MassDEP accept no liability and will provide no accommodations to Applicants who fail to check for amended Grant Announcements and submit inadequate or incorrect responses.

H. Update of Applicant's Contact Information: It is the responsibility of the Applicant to keep current the email address of the Applicant's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from MassDEP, including requests for clarification. MassDEP and the Commonwealth assume no responsibility if a prospective Applicant's or Grantee's designated email address is not current, or if technical problems, including those with the prospective Applicant's or Grantee's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Applicant or Grantee and the MassDEP to be lost or rejected by any means including email or spam filtering.

I. Prohibition of Changes to the Grant Announcement/Application: Applicants may not alter the Grant Announcement language or any Grant Announcement component files with the exception of completing the Application provided in Attachment A. Applicants submitting an application must respond in accordance to the Grant Announcement directions and complete only those sections that prompt an Applicant for a response. Modifications to the body of this Grant Announcement, specifications, terms and conditions, or which change the intent of this Grant Announcement are prohibited. Any unauthorized alterations may cause rejection of the Application by MassDEP. If an Applicant finds an error where a change may be required, the Applicant should immediately contact the MassDEP Contact listed in Section 2D of this Grant Announcement.

J. Minimum 90-day Effective Time for the Application: The Application, and supporting

documentation submitted in response to this Grant Announcement, must remain in effect for at least 90 days from the closing date of the solicitation, including but not restricted to the proposed prices, key personnel, proposed contractors and subcontractors, and any other features of the submittal that may have bearing on the evaluation and ranking of the submittal by MassDEP.

K. Failure to Provide a Complete and Compliant Application: Application submittals that are incomplete and/or non-compliant with the requirements stated in this Grant Announcement are subject to rejection by the GRT, in its discretion.

L. Reasonable Accommodation: Applicants with disabilities or hardships that seek reasonable accommodation, which may include the receipt of Grant Announcement information in an alternative format, or submission of the application by an alternative method, must communicate such requests in writing to the MassDEP Contact Person listed in Section 2D above. Requests for accommodation will be addressed on a case-by-case basis. See also Section 6 below.

M. Selection for Award of a Grant Contract: Applications that are determined to be eligible for grant funding as described in this Grant Announcement, and meet the evaluation criteria and the terms and conditions of the Grant Contract, as determined by the GRT, may be awarded a Grant Contract. However, the grant funds for restoration projects have a definite limit, as cited in Section 2 of this Grant Announcement. If Applications are received that meet the eligibility and other requirements and goals for this procurement, but the total projected costs for all eligible responses exceed the available funding, the GRT will evaluate and rank the submittals to ensure the funding limits will not be exceeded. In this case, the GRT will use the Commonwealth “best value” evaluation methods to select those projects that will be awarded grants under this Grant Announcement to ensure the total grant funding available will not be exceeded.

Failure of the Applicant to be awarded a grant under this Grant Announcement shall not eliminate their eligibility or consideration for any future potential grant funding opportunities that may be available through the NRD Program.

6. Instructions for Submitting an Application

A. Application Transmittal Instructions:

The Application including all required and completed documents, must be delivered electronically to MassDEP no later than the date and time listed in Section 2C of this Grant Announcement: **5:00 p.m. EDT on July 30, 2021**. **Applications received after that date and time will not be accepted.** Refer to Attachment B (Detailed Application Requirements) of this Grant Announcement for specific requirements.

Applications must be electronically received by the deadline at the following email:

Michelle.L.Craddock@mass.gov

In the event that submission of the application electronically presents a hardship to an applicant, the

applicant must contact Michelle Craddock by email and state the nature of the hardship, and the proposed alternative method of submittal. All hardship requests must be submitted no later than **June 4, 2021**, so that MassDEP may work with the applicant to determine the best alternative method to submit an application due to the hardship.

A complete application package includes a completed “Application” as well as all supporting documents and other required documents as specified in Attachment B (Detailed Application Requirements) of this Grant Announcement. The Application Form (Attachment A) has been developed by MassDEP for use in all NRD restoration grant announcements. Failure to provide any of the materials requested in the Application package may result in the disqualification of the Application.

Help reduce waste: See Attachment C (Supplemental Terms and Conditions), Section 5 of this Grant Announcement for Environmental Response Submission Compliance guidelines.

B. Requirements for Application Structure and Content: The required structure and submission items for the Application are specified in Attachment B (Detailed Application Requirements) of this Grant Announcement.

7. Terms and Conditions of Grant Contract Award

Any Grant Applicant receiving an award must comply with the following requirements:

A. Commonwealth Standard Contract Form and Commonwealth Terms and Conditions: The general terms and conditions for this contract are set forth in two standard Commonwealth documents:

- Commonwealth of Massachusetts Standard Contract Form, which incorporates by reference the
- Commonwealth Terms and Conditions

The most recent, applicable version of these forms is available on the Massachusetts state website at the following web address: <https://www.macontroller.org/forms>

The terms and conditions contained in these two documents supersede any and all other terms that may be defined explicitly or implied in this Grant Announcement. It is important that the entity submitting proposals fully understand all of the terms and conditions contained in these documents, and the referenced terms in these documents and how the terms apply to their agency, organization or business. A Grantee that fails to comply with the Commonwealth Standard Contract Form’s terms and conditions required by this Grant may be terminated from the contract.

B. Supplemental Terms and Conditions: Supplemental terms and conditions are requirements that are specific to the contracts resulting from this Grant Announcement. The Supplemental Terms and Conditions are provided in Attachment C (Supplemental Terms and Conditions).

C. Additional Requirements: In addition to complying with the requirements of this section, any Applicant receiving a Grant Award must adhere to all requirements of the Grant Application, and all documentation submitted in support of that application. If, after award of a Grant to a recipient, the GRT receives information that there has been a material omission or misrepresentation by the Grant Applicant regarding any aspect of the proposed project, this may constitute grounds for invalidating the Grant award.

Once successful applicants are notified of NRD Grant award, Grantees will need to sign the Commonwealth's Standard Contract Form (which incorporates by reference the Commonwealth Terms and Conditions), the Request for Taxpayer Identification Number & Certification (Mass. Substitute W-9), or Certification of Tax Compliance (for non-public entities), and the Contractor Authorized Signatory Listing Form. Grantees will also need to submit an Electronic Fund Transfer (EFT) Form, if not already completed.

These forms are available on the Office of the Comptroller website <https://www.macomptroller.org/forms>.

8. List of Attachments:

- Attachment A: Application (separate Document)
- Attachment B: Detailed Application Requirements
- Attachment C: Supplemental Terms and Conditions
- Attachment D: Conflict of Interest Guidance and Disclosure Statement Form

ATTACHMENT A

**APPLICATION FOR FORMER NATIONAL FIREWORKS SITE RESTORATION PROJECTS
FEASIBILITY**

Provided in a separate Microsoft Word document:

MassDEP_NRD_Application_Grant_FireworksRestorationFeasibility.doc

ATTACHMENT B

Detailed Application Requirements

NRD Assessment and Restoration Program
Former National Fireworks Site Restoration Projects Feasibility

A. Requirements for Language, Measurements and Currency: Unless otherwise specified in this Grant Announcement, all communications, responses, and documentation for this Grant Application, Grant Award and the implementation of the project after award must be in English, all measurements must be provided in United States Customary Units (miles, yards, feet, inches, acres, pounds, tons, etc.) and all cost proposals and monetary figures in U.S. currency (U.S. dollars).

B. Required Structure and Content for the Application (Attachment A)

The Application is a Microsoft Word document that can be completed using MS Word; the boxes will expand as you fill them. The structure is designed to: 1) provide GRT evaluators with the project information to ensure consistency with the goals of the NRD Program, and 2) provide other required information to ensure that the Applicant's organization can successfully manage and implement the project.

Applicants are required to complete all sections of the Application and should scale their responses to the size and complexity of the proposed project. Small, uncomplicated projects will not require the detail nor be as extensive as larger, more complex projects. The Applicant should convey the goals and benefits of the project, explain the project implementation process, describe the experience of those individuals who will be managing, and/or implementing the project, and how much the project will cost.

Applicants are advised that the GRT does not require elaborate applications for the NRD program, and the GRT's review and evaluation of the grant proposals will be based upon the Applicant's responsiveness to the Application requirements. In addition, extraneous materials that have not been requested in this Grant Announcement will be removed prior to the NRD GRT receiving their copies. Grant applications must comply with the proposal submittal requirements that are specified in this Grant Announcement, as well as provide clear, concise and well written narratives that will enable the NRD GRT to fairly evaluate the proposed project.

The following table is a checklist of the materials required for a complete and compliant submittal in response to this Grant Announcement.

Application Structure And Required Submittals		
<input type="checkbox"/>	<u>Application (Attachment A)</u>	
	<ul style="list-style-type: none"> • Must complete ALL Sections (1-10). • Additional notes on select lines in each Section are presented below for clarification. • The Application is a Microsoft Word document and each box expands as you fill it. 	
	Section 1	<p>Line i. NRD Funds Requested: amount should be the same as shown on the Table in Section 8ii (Project Cost).</p> <p>Line xi. Applicant Signatory Name must be the same name that signs the Application in Section 10.</p>
	Section 5	For each line item, if available, insert photos into the document. The line (box) will expand as it is filled.
	Section 7	<p>Line ii - Provide a brief narrative.</p> <p>Line iia - If work has already begun, also complete lines/questions i-viii.</p>
	Section 8	<p>Line i – Project Workplan. Please include names, titles and roles of personnel who will manage/implement the project.</p> <p>Line ii – Cost. PLEASE EDIT THE TABLE TO MATCH THE TASKS IN YOUR PROEJCT. Please include all costs for the project: Requested costs from NRD Program, Other committed matching contributions (cash and/or in-kind services), and Other not-committed contributions (cash or in-kind). This complete cost itemization allows the GRT reviewers to see the full cost of a project, not just the amount requested from the NRD Program. See the text below for additional information.</p> <p>Line iv – Project Partner(s). Please include a copy of Letter of Commitment from Project Partner(s), if applicable.</p>
<input type="checkbox"/>		Conflict of Interest Guidance and Disclosure Statement (Grant Announcement Attachment D)

The following paragraphs provide additional detailed description of the information to be addressed in the Application Section 8ii, entitled Project Cost:

Section 8ii. Project Cost

Applicants must provide a detailed project budget, presented by Task, using the Table in the Application. The narratives that describe each of the cost items used to build the task costs and total budget must be provided in the Workplan presented in Section 8i. of the Application.

Applicants must indicate in the budget the total amount of NRD funding that will be expended in the following expense categories: employee labor costs (includes direct salary and indirect overhead costs); contracted services (i.e. consultants, contractors, vendors); materials, equipment and supplies; travel; and other (specify). Applicants must indicate the total amount of NRD funding and the source and total amount of Other Contributions (committed and not committed cash and/or in-kind) that will be allocated to each major task.

Definitions of Expense Categories used in Funding Allocation and Budget Summary Forms:

Labor – Identify the number of Applicant’s staff and any personnel required to complete the project, the estimated number of hours that each staff will work and the hourly rate for each staff. Hourly rates must be inclusive of all benefits and other labor overhead. Include in this category administrative, clerical, bookkeeping, and other support staff services that would be reimbursed by the NRD funding (unless these activities are sub-contracted; if so, indicate under Sub-Contracted Services).

Sub-Contracted Services – Indicate the dollar value of any services to be provided by others hired under contract for professional services or construction. This category includes, but is not limited to, consultant and construction services, materials, equipment, data processing, printing, and laboratory testing. Identify the specific service(s) to be performed. Construction service contracts should include at least a 10 percent contingency to cover unexpected expenses.

Materials, Equipment and Supplies – Identify the costs of major materials, equipment and supplies necessary to prepare, conduct, or construct this project. These items include articles rented, leased or purchased for use on the project by the applicant, with a cost of \$250 or more.

Travel – Indicate travel costs that are essential to conduct the project. Explain expected travel destination(s), purpose of travel, number of people traveling, and number of trips to be made. Travel rates may not exceed current federal mileage rate.

Other – Identify other costs required to complete the project. List other anticipated project costs that have not been addressed in other budget categories. For example, permit fees, security or police details may be classified as other costs. **Note to Applicants: NRD Funds cannot be used to pay interest on loans taken out to cover project expenses.**

ATTACHMENT C
Supplemental Terms and Conditions
NRD Assessment and Restoration Program
Former National Fireworks Site Restoration Projects Feasibility

In addition to the Commonwealth Standard Contract Form and the Commonwealth Terms and Conditions cited in Section 7A of the Grant Announcement, the following supplemental terms and conditions apply to the grant contracts issued as a result of this Grant Announcement:

- 1. Electronic Communication/Update of Grantees' Contact Information:** It is the responsibility of the Grantee to keep current the email address of the Grantee's contact person and prospective contract manager, and to monitor that email inbox for communications from MassDEP, including requests for clarification. MassDEP and the Commonwealth assume no responsibility if a Grantee's designated email address is not current, or if technical problems, including those with the Grantee's computer, network or internet service provider (ISP) cause email communications sent to/from the Grantee and MassDEP to be lost or rejected by any means including email or spam filtering.

- 2. Contract Expansion and/or Additional Grant Funding:** If additional funds become available during the grant contract duration period, MassDEP reserves the right to increase the maximum obligation to some or all contracts executed as a result of this Grant Announcement or to execute contracts with Grantees not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need, and approval of the Trustee Council. This provision shall not be construed as a commitment or guarantee that any additional grant funding for projects selected and/or considered through this Grant Announcement will become available in the future.

- 3. Compensation and Payment of Grant Funds:**
Costs which are not specifically identified in the Applicant's response, and/or accepted by MassDEP as part of a grant contract, will not be compensated under any contract awarded pursuant to this Grant Announcement. The Commonwealth and MassDEP will not be responsible for any costs or expenses incurred by Applicants responding to this Grant Announcement.

Upon award of a contract, the following terms and conditions apply to compensation and payment to the Grantee.

a. Payment for Services Delivered: Contracts will be paid on a reimbursement of costs basis and under a maximum obligation contract basis. The payment procedure for awards is reimbursement for costs incurred for the project during the contract period. Only project costs incurred during the contract period will be eligible for payment.

b. Payment only for MassDEP Accepted Services: Compensation will be made for services delivered and accepted by MassDEP's NRD Program Manager and Contract Administrator provided the project budget is not exceeded, and the scope of the services falls within the scope defined in the approved work plan or any subsequent MassDEP approved scope changes, such as a change order document.

c. Payment Restrictions: The following are restrictions that may result in non-payment to the Grantee:

- Costs which are not specifically identified in the Grantee's application (e.g. Workplan and Project Cost) and/or accepted by MassDEP as part of a contract, will not be compensated under any grant contract awarded pursuant to this Grant;
- Costs incurred after the end date of the grant contract will be ineligible for payment; and
- Grantees are at risk for non-payment of claims that exceed the MassDEP approved budget for the project, and any unapproved cost elements within the project that are tracked as part of the financial management and reporting requirements as determined on a project specific basis.

See also Section 5C (Funding Availability, Budgeting Guidelines & Allowable Expenditures) of this Grant Announcement for additional budget and payment restrictions.

d. Payment through the Commonwealth's Electronic Funds Transfer (EFT): All Grantees must comply with the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the Grantee can provide compelling proof that it would be unduly burdensome. The requirement for EFT participation is stipulated in the general Commonwealth of Massachusetts – Standard Contract Form. The link to the EFT Form is: <https://www.mass.gov/doc/electronic-funds-transfer-sign-up-form-0/download>

If the Grantee is already enrolled in the program, the Grantee should so indicate in its Application response. Because the Authorization for EFT Form contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by MassDEP on a case-by-case basis if participation in the program would be unduly burdensome on the Grantee. If a Grantee is claiming that this requirement is a hardship or unduly burdensome, the specific reason must be documented in its response. MassDEP will consider such requests on a case-by-case basis and communicate the findings with the Grantee.

e. Invoices Submitted for Reimbursement of Costs: Invoices that are submitted to MassDEP for reimbursement must have sufficient detail to document the validity of the costs being claimed. At a minimum, the invoice must parallel the task breakdown structure and cost elements contained therein so the invoice can be directly compared to the approved budgets for the various cost elements. The level of detail and breakdown of the cost elements in the budget and the invoices will be determined on a project specific basis.

As a claim for payment, invoices should have two (2) or three (3) major sections containing the information supporting the claim depending on the project and payment type and structure. The invoice format that is required, unless modified on a project specific basis, is as follows:

1) *Invoice Summary Sheet:* A cover page with a breakdown of the cost claimed by line item that corresponds to the line items in the cost proposal. The Summary Sheet will have the company/organization name, the project title, the start and end date for the amount being claimed for

the period, the issue date for the invoice to MassDEP, the Grantees' Commonwealth Vendor Code, the MassDEP's project number, the invoice number, and the summary of costs and financial status of the project shown in the following items listed in columns, with each column having the following column headings:

- the title of the line item being claimed (i.e. Task 1 Project Management, labor),
- the approved budget for the line item;
- if the line item is to be paid on a percent complete, or other milestone basis such as a project phase, there should be a column providing the percent complete claimed, or the milestone completed;
- the amount claimed for the line item for the time period over which the claim for compensation is being made;
- the total cumulative cost for the line item for payment, including the current claim amount;
- the total remaining budget for each line item;
- a total for each column at the bottom of each column; and
- a single separate line amount labeled "Current Invoice for Payment", or "Payment Due", or other phrase to identify the exact amount being claimed for payment for the period of services. This will be the amount paid if the invoice is approved by MassDEP.

The Invoice Summary Sheet is to be provided for all claims for payment. The level of detail and breakdown can be at the task level, or lower than the task level depending on structure and complexity of the project.

At or near the bottom of the Invoice Summary Sheet, a signature line is required for a company/organization person who is authorized to approve the submittal of the invoice as accurate and true. This line must be signed, dated and the title of the signatory stated for the invoice to be paid.

2) *Detailed Cost Breakdown*: For projects that are more complex or require a finer breakdown than the single Invoice Summary Sheet can provide, a detailed cost breakdown may be necessary for MassDEP's review and approval of the invoice. Typically, these detailed costs can be provided in a spreadsheet table format. The decision whether the detailed cost breakdown is required, or not, will be made on a project by project basis.

3) *Invoice Supporting Documentation*: MassDEP requires supporting documentation for certain costs that have been billed to the Grantee and are included in the claim for compensation in the invoice. Supporting documentation includes items such as copies of bills and invoices from subcontractors, laboratories, travel expenses when lodging or vehicle rental is required, police detail bills, permit fees, purchases of equipment, materials and supplies that exceed certain cost thresholds, etc. In some cases, where construction services from a subcontractor are included, MassDEP may require daily and/or weekly labor and equipment use logs from the construction contractors. The required supporting documentation will be determined on a project specific basis by MassDEP; however, the Grantee may assume that the items cited in this clause will be required.

f. 45-Day Standard Payment Schedule: Reimbursement is generally made 45 days subsequent

to the Grantee submitting an invoice that is accurate and compliant with the contract specific requirements for backup supporting documentation. Invoices that are not compliant with these requirements will be rejected and returned to the Grantee for correction, and the 45 day payment period will no longer apply.

g. Exemption from Massachusetts Sales Tax: No payments shall be made for Massachusetts sales tax as defined in M.G.L Chapter 64H, sec. 6, as applicable to the Grantee. Grantees are required to obtain and complete valid Sales Tax exemption forms for use on the project. For example, Forms ST-2 or ST-5 may be applicable depending on the nature of the Grantee.

i. Fair and Reasonable Pricing: The Applicant must agree that prices included in any and all cost proposals, cost estimates, and bills and invoices for services to be compensated by contract funds are fair and reasonable, and are of fair market value where applicable, including but not limited to prices for labor, equipment rental and leases, equipment purchases, materials and supplies, vehicle usage, and all other costs to be compensated by the funds from the contract. If MassDEP believes that it is not receiving fair and reasonable prices from the Grantee, and the Grantee cannot justify the prices to the MassDEP, then MassDEP reserves the right to suspend work and compensation until a satisfactory price is established.

4. MassDEP Authorized Approval Authorities: For this contract, the following are the titles, persons, and their approval authorities to direct and approve the Grantees' technical and financial implementation of the projects throughout the period of performance of the contract:

NRD Program Manager: Authority to approve the technical and administrative aspects of the project, including initial approval and approval of changes to technical and administrative items that do not involve impacts to project costs or impact terms and conditions of the contract. Co-authority, with the Contract Administrator, to approve budgets, changes to budgets, acceptance or rejection of invoices, approval or disapproval for payment of invoices or partial payments, negotiations regarding payments, and terms and conditions of the contract that are open to negotiation, usually on a project specific basis.

The current NRD Program Manager is:

Michelle Craddock
NRD Program Coordinator
MassDEP, Bureau of Waste Site Cleanup
One Winter Street, 3rd Floor
Boston, MA 02108
Michelle.L.Craddock@mass.gov

NRD Contract Administrator: Co-approval authority, with the NRD Program Manager, to approve the budgets, cost estimating and invoicing format on a project specific basis, acceptance or rejection of invoices, payment approval or disapproval of invoices or partial payment of invoices, negotiations regarding payments, and terms and conditions of the contract that are open to negotiation, usually on a project specific basis.

The current NRD Contract Administrator is:

Cathy Kiley
NRD Contract Administrator
MassDEP, Bureau of Waste Site Cleanup
One Winter Street, 3rd Floor
Boston, MA 02108
Cathy.Kiley@mass.gov

Co-approval is defined, for this contract, to mean the Grantee must receive written approval from both the NRD Program Manager and Contract Administrator before the Grantee can implement the work and incur costs eligible for compensation. Written approval, as defined for this contract, is any written documentation clearly approving the project item, including e-mails as well as letters. Failure of the Grantee to receive written approval may result in non-payment of an invoice claiming costs for the unapproved work or resulting in a budget exceedance.

In the absence of either the NRD Program Manager or NRD Contract Administrator, approval and signature “for” authority may be delegated to other MassDEP staff, as appropriate.

5. Environmental Response Submission Compliance: NOTE: this provision is applicable only in the event that MassDEP and the Applicant agree to submission of a hard copy Application response in lieu of electronic submittal due to case-specific hardship circumstances:

In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all hard copy paper responses submitted should comply with the following guidelines:

- All copies should be printed double sided unless specifically requested otherwise by MassDEP;
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf);
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable;
- Applicants should submit materials in a format which allows for easy removal and recycling of paper materials;
- Applicants are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc.; and
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

6. Public Records: All responses and information submitted in response to this Grant Announcement are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

7. Restriction on the Use of the Commonwealth Seal: Applicants and Grantees are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

8. Subcontracting Policies: Approval by MassDEP is required for any subcontracted service of the contract. Grantees are responsible for the satisfactory performance and adequate oversight of its subcontractors. See also, Article 9 of the Commonwealth Terms and Conditions.

9. Confidential Information: The Grantee acknowledges that, in the performance of this Contract, it may acquire information that the Department deems confidential and not a public record as defined by M.G.L. chapter 4, subsection 7, including but not limited to policies, procedures, guidelines, and case information and that the unauthorized disclosure of such information would cause the Department, in the execution of its functions, irreparable damage. The Grantee shall comply with all laws and regulations relating to confidentiality and privacy, including any rules, regulations, or directions of the Department.

Security of Confidential Information: The Grantee agrees to take reasonable steps to ensure the physical security of such data under its control, including but not limited to: fire protection; protection against smoke and water damages; alarm systems; locked files, guards, and/or other devices reasonably expected to prevent loss or unauthorized removal of manually held data; passwords, access logs, badges or other methods reasonably expected to prevent loss or unauthorized access to electronically or mechanically held data; limited terminal access, access to input documents and output documents, and design provisions to limit use of personal data.

Flow-down the Confidentiality Provision to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

10. Conflict of Interest: Applicants and Grantees must ensure and certify that there are no improper activities or circumstances involving conflict of interest (COI) in preparing and submitting the proposal and application and during the implementation of the work. The process requires that the Applicant or Grantee disclose any and all relationships or situations that could pose a real, potential or appearance of a COI to MassDEP, and MassDEP then determines whether or not the issue is or is not a COI, or the degree to which the issue poses or does not pose a COI.

The Applicant or Grantee must document its assurance that, to the best of the Applicant's or Grantee's knowledge, no COI exists, or that any real, potential or appearance of a COI has been disclosed to MassDEP. The Applicant or Grantee will certify this by its signatory signing the COI Guidance and Disclosure Statement Form provided in Attachment D of this Grant Announcement and submitting it with the Applicant/Grantee's signatory with the proposal.

A real, potential, or appearance of COI may include, but is not limited to, the following examples:

- An undisclosed person who will get an indirect or direct monetary benefit from the project;

- An undisclosed business relationship with the Applicant or Grantee that will get a direct or indirect monetary benefit from work under the contract;
- Purchase of goods or services under the contract from a business or other entity where the members of the Applicant or Grantee have a family or other significant personal relationship with the owners or partners, or where the members of the Applicant or Grantee have part ownership or other monetary interest in the business or other entity;
- Purchase of goods or services, or award of subcontracts without an appropriate and fair competitive process; and
- The Grantee has an undisclosed motive for the project not consistent with the goals of the NRD Program.

It is the responsibility of the Applicant or Grantee to immediately disclose any actual, potential or appearance of COI to the MassDEP as stated in this section. MassDEP maintains the right to make final decisions on all actual, potential or appearances of a COI.

The following subsections further detail of the requirements for identifying, disclosing and avoiding a COI:

Grantee's Affirmative Duty: By submitting a response to this Grant Announcement, and if awarded a Contract, the Applicant acknowledges its affirmative duty to identify and report to MassDEP any and all professional and/or personal relationships and situations, both currently and in the past, and including any state or federal sites that might pose an actual, potential, or appearance of a COI. The Grantee's affirmative duty under this provision includes all circumstances where the Grantee's personnel, its subcontractor's personnel, or the Grantee's organization were or are a party to receiving any personal monetary or personal gain not directly related to the goals and objectives of the project.

In all cases where the Grantee identifies an actual, potential or appearance of a conflict, the Grantee must immediately notify and disclose the potential conflict to the MassDEP NRD Program Manager and NRD Contract Administrator.

Grantee's Obligations and MassDEP's Rights Regarding Actual or Potential or Appearance of Conflicts of Interest: In the event that a Grantee's relationship with other entities or individuals creates or has the potential to create a COI, MassDEP reserves the right:

- To require the Grantee to take any action necessary to remove the conflict; or
- To require the Grantee to propose a plan to mitigate the conflict that will be evaluated by MassDEP; or
- If the conflict cannot be mitigated to an extent satisfactory to the MassDEP, to terminate the Grantee's involvement with the particular project, or terminate the Contract.

Applicant's Written Disclosures and Grantee's Continued Diligence: As previously described in this section, the Grantee must disclose in writing any professional or personal relationships or situations which may be perceived to be a COI including any actual, potential or appearance of a COI as discussed.

After award of a contract, the Grantee is responsible for continued diligence in identifying and disclosing any actual, potential or appearances of a COI that may arise or become known during implementation of the project. As stated in the “Grantee’s Affirmative Duty” above, the Grantee has a duty to immediately report any actual, potential or appearance of a conflict of interest during the implementation of the project. The written disclosure must, at a minimum:

- describe the condition where an actual, potential or an appearance of a COI exists;
- describe the time-frame over which this condition existed;
- if the Grantee has just become knowledgeable of a pre-existing actual, potential or appearance of a COI, then describe how and when the Grantee became knowledgeable of the condition;
- describe whether or not the condition still exists, and, if so, to what extent; and
- where applicable, provide a mitigation plan to eliminate the COI with the project.

Flow-down the Conflict of Interest Provisions to Subcontractors: The Grantee shall include language in agreements with each of its Subcontractors, which binds the Subcontractors to compliance with the confidentiality provisions of this Contract.

Relations with State Employees: All matters pertaining to the performance of work under this Contract shall be conducted by the Grantee and its employees, agents, subcontractors, and representatives at arm’s length, and both the Grantee and its subcontractors are prohibited from paying or giving any fees, commission, compensation, gift, gratuity, or consideration of any amount or kind, directly or indirectly, to any state employee, agent or officer in violation of M.G.L. c. 268A during the term of this Contract. Any engagement in these prohibited activities by the Grantee and/or its employees, agents, subcontractors, or representatives shall be grounds for termination of the Contract regardless of whether such activity constitutes a violation of any applicable criminal or other statute.

Grantees understand and agree that certain Grantee and/or subcontractor personnel providing services under this Contract may or will become special state employees subject to the provisions of M.G.L. c. 268A.

Failure to Comply with the COI Provisions: Grantees are advised that failure to comply with the provisions of this conflict of interest section, or failure to comply with any other conflict of interest requirements of this Contract, shall result in MassDEP’s implementation of sanctions, including, but not limited to, the following:

- Immediate suspension of the project issued pursuant to this Contract;
- Disqualification from future projects for a period of time to be determined by MassDEP;
- Termination of this Contract in accordance with the Contract provisions; and/or
- Disqualification (debarment) from future MassDEP procurement(s).

11. Fraud, Waste, and Abuse, and False Statements: Applicants and Grantees that commit fraud, waste, and/or abuse or supply MassDEP or its representatives with false statements shall result in the Applicant being disqualified from Grant eligibility, and Grantees being suspended or terminated from the project. Misstatements meant to mislead MassDEP or its representatives, and other elements of fraud, waste or abuse of funds may also result in debarment of the Grantee from future MassDEP projects, and potential legal action depending on the nature of the violation of this section.

12. Performance, Progress Reporting, and Funding Reference for Printed and Internet Posted

Materials: The Grantees will be required to demonstrate satisfactory performance under this contract through periodic review by the MassDEP NRD Program. Projects will have progress reports, with the timing and number to be determined by the MassDEP NRD Program on a case-by-case basis, and a final project completion report. Reporting requirements will include a narrative of the project progress and accomplishments, photographs, monitoring data and analysis, and additional site- and project- specific information, as necessary and appropriate. All projects will have a final project completion report. All projects and descriptions, in print and on the Internet, must contain the following statement: “This project was funded by the Massachusetts Executive Office of Energy and Environmental Affairs Natural Resource Damages Trust as administered by MassDEP”.

ATTACHMENT D
Conflict of Interest Guidance and Disclosure Statement Form
NRD Assessment and Restoration Program
Former National Fireworks Site Restoration Projects Feasibility

Applicant/Grantee Name: _____

I, _____, as the authorized representative and a signatory for the Applicant/Grantee, hereby affirm that, to the best of the Applicant's/Grantees' knowledge and belief, the Applicant/Grantee warrants that there are no relevant facts or circumstances which could give rise to an actual, potential, or an appearance of a conflict of interest for this project as defined in the Grant Announcement and its Attachments, or that the Applicant/Grantee has disclosed, in writing, all such relevant information to the MassDEP NRD Program Manager and Contract Administrator.

The Applicant/Grantee agrees that if an actual, apparent or potential conflict of interest is discovered at any time after award, whether before or during performance, the Applicant/Grantee will immediately make a full disclosure in writing to the MassDEP NRD Program Manager and Contract Administrator. This disclosure shall include a description of actions which the Applicant/Grantee has taken or proposes to take to avoid, mitigate, or minimize the actual, potential or appearance of a conflict of interest.

The Applicant/Grantee agrees that the conflict of interest terms and conditions defined in the Grant Award Contract will also apply to any and all subcontractors and/or consultants that may be selected and used on this Contract. Furthermore, the Applicant/Grantee agrees that a COI Statement will be submitted, or a disclosure will be made, when and if new subcontractors, new consultants or new members are added to the key personnel for this contract.

Signed: _____ Date: _____

Printed or Typed Name of Signatory: _____

Title of Signatory: _____

Applicant/Grantee Name: _____